

JOHN F. WARD, CPPO PURCHASING AGENT JAMES P. ARNOLD DEPUTY PURCHASING AGENT

## CITY OF CHICAGO

RICHARD J. DALEY

744-4900

## DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES

ROOM 400, CITY HALL CHICAGO, ILL, 60602

July 17, 1972

U. S. Disposal Systems 11507 South Michigan Avenue Chicago, Illinois

Specification No. 70-72-184
Removal of Debris Medill Incinerator
Bid Opening Date: July 25, 1972

#### Gentlemen:

Pre bid meeting will be held in Room 401, City Hall on Thursday, July 20, 1972 at 2:00 P.M. for the purpose of answering any questions you may have regarding the above specifications and contract documents.

All questions and answers raised at said meeting will be disseminated by addendum to all prospective contractors who have taken out specifications for said contract.

Originated by:

E. T. Joria

Specification Engineer

Extension No. 4917

JAMES P. ARNOLD, ACTING PURCHASING AGENT

ETJ/eq

## DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES

CITY OF CHICAGO, ILLINOIS 60602



U. S. Disposal Systems 11507 S. Michigan Ave. Chicago, Illinois

CERTIFIED MAIL

544-014

RETURN RECEIPT REQUESTED

バーエーアラー

## DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES CITY OF CHICAGO, ILLINOIS 60602



CHILOR

CERTIFIED MAIL

544-000

RETURN RECEIPT REQUESTED

U.S. DISPOSAL SYSTEMS 11507 SOUTH MICHIGAN AVENUE CHICAGO, ILLINOIS

JULY 25

## ADDENDUM NO. 1

to

## SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 70-72-184

for

## REMOVAL OF DEBRIS MEDILL INCINERATOR

ORIGINAL BID OPENING DATE: July 17, 1972, 11:00 A.M. (CDST)

POSTPONED TO:

July 25, 1972 (Same Time)

One page P-lA under paragraph three (3) year contract item No. 4 which reads all over 200,000 tons
Should read all over 300,000 tons

NOTE: New bid opening date: July 25, 1972 11:00 A.M. (CDST)

Issued by THE DEPARTMENT OF PURCHASES, CONTRACT AND SUPPLIED

July 11, 1972 ETJ/eg James P. Arnold, Acing Purchasing Agent

## SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 70-72-184 Commodity Code No. 70-8040-2925

for

REMOVAL AND DISPOSAL OF SOLID WASTES
THREE, OR FIVE YEAR TERM, BEGINNING ON OR
ABOUT OCTOBER 1, 1972

Required for use by

Department of Streets and Sanitation
Refuse Disposal Division
Room 704 - City Hall

Fund — 100-5318-174-175

Bid Deposit - Twenty Thousand (\$20,000.00) Dollars

Drawings - None

## BIDS TO BE EXECUTED IN TRIPLICATE

All Signatures to be sworn to before a Notary Public

Issued by

# THE DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES CITY OF CHICAGO

RICHARD J. DALEY
Mayor
ETJ/eg
Form CP 32 240

JOHN F. WARD Purchasing Agent



One of the Signal Companies

3300 So. Wentworth Avenue, Chicago, III. 60616

Area Code (312) 225-5405 Telex Number 25-3331

June 1, 1972

Dear Sir:

Did you ever have a need for a parts representative from MACK TRUCKS to be present at your location at the time you place orders?

Did you ever need, and order a part only to find that upon receiving it that there were other parts necessary for installation?

Can your people effectively read parts books?

Did you ever need a part in an emergency situation only to have to wait until the next day for delivery?

Do you want to stock some items but you're not sure what you need or how many?

Do you want to get a problem ironed out?

I am happy to announce that I can provide "PERSONALIZED PARTS SERVICE"

Just give me a call, either at the Office (312-225-5405), or at home (312-748-0595), and I'll come running. If I'm not in, just leave a message and I'll return your call promptly.

"Anxious to Serve",

Bob Latvis
Parts & Service Representative



## SPECIAL CONDITIONS

## PERFORMANCE BOND

Contractor will be required to execute a Performance Bond in the full amount of the contract on the form "Contractor's Performance Bond", Form P.W.O. 62, Specimen copy of which is bound herein.

## INVOICES

Invoices completely filled out in triplicate on Form C.P. 45, to be supplied by the City shall be forwarded by the contractor to apply on each sub-order issued against the contract.

## SUB-ORDERS

Payment shall be made to the contractor in accordance with formally numbered sub-orders issued by the Using Department direct to the contractor, covering quantities transferred during successive one month periods.

## MAXIMUM AND MINIMUM QUANTITIES

The quantities shown herein are estimated only, and as such may not represent the actual quantity to be transferred during the life of any contract made pursuant to these specifications.

The right is reserved, therefore, to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the City.

## GUARANTEE TO THE CONTRACTOR

The City of Chicago will guarantee an average of Seven Hundred Fifty (750) tons daily, on a five (5) days per week basis, legal holidays excepted, for a total of not less then two hundred thousand (200,000) tons per year.

## INSURANCE REQUIREMENTS

The contractor shall take out and maintain during the life of this contract the following insurance:

S. C. Page 1 70-72-184

## SPECIAL CONDITIONS

## INSURANCE REQUIREMENTS (Cont'd.)

- 1. Workmen's Compensation: Coverage A Statutory Coverage B \$100,000.00
- 2. Comprehensive General Liability:

Public Liability: Each person - \$300,000.00

Each accident - \$100,000.00

Property Damage: Each accident - \$200,000.00

Aggregate - \$400,000.00

- 3. Comprehensive Automobile: Same limits as subsection 2
- 4. Contractor's Contractual: Same limits as subsection 2
- 5. Owner's Protective: Same limits as subsection 2

## BASIS OF AWARD

Bidders may submit bids on any and all options under each proposal. The Purchasing Agent reserves the right to award a contract on either Proposal A or B for a period of three, or five years, whichever is determined to be within the best interests of the City

Upon awarding of contract, contractor shall have four (4) months to make renovations, purchase equipment, assemble personnel and be prepared to receive solid waste as per contract tonnage.

## CONTRACT EXTENSION

Any contract made pursuant to the terms and conditions under Proposals "A" or "B" may be extended for a period equivalent to the term of the original contract subject to agreement by both parties.

#### TERMINATION

This contract can be terminated upon a ninety (90) day written notice by the Purchasing Agent if there is no further need for the requirement or if sufficient funds have not been appropriated to cover the estimated requirement.

#### PERMITS

The contractor shall at his own expense and in his own name obtain all permits, certificates and licenses required by the City of Chicago; shall carry on all work under this contract in strict conformity therewith and shall save and keep harmless the City of Chicago from any expense incurred thereby.

S. C. Page 2 70-72-184

## DETAILED SPECIFICATIONS

## SCOPE

Contractor is to accept and dispose of solid wastes from City refuse collection or operating vehicles of the Department of Streets and Sanitation, at the Medill Incinerator, 1633 West Medill Avenie, collection of wastes and delivery to the transfer station by the contractor or others is prohibited in this contract, unless authorized by the Commissioner of Streets and Sanitation and in such cases will be credited to volume commitments.

The contractor shall submit, with his bid proposal, a plant of his proposed receiving operation and must describe in detail the manner and method of handling the waste under this contract. The contractor shall describe the maximum size of material under Demolition Waste in Detail Specification Page 2. After start of operation all proposed changes in the disposal method of operation shall be submitted to the Commissioner, Department of Streets and Sanitation and Purchasing Agent for approval.

The City of Chicago will accept proposal on any system that is capable and which will not require major alterations to the building. All equipment and the method of operation to be used by contractor shall comply with all State and City laws pertaining to safety vehicle size, load weight and evironmental controls.

Prices set by the contractor for private haulers shall be approved by the Commissioner of Streets and Sanitation and Purchasing Agent. The City of Chicago shall receive fifty (50) per cent of all fees collected from outside haulers above price that City would pay under this contract.

The Medill Incinerator, 1633 West Medill Avenue is presently in full use and this operation cannot be interrupted until such time as contractor can accept solid waste in accordance with terms of contract. The City may rebuild the incinerator and test operate during the term of the Transfer Contract operation.

## QUANTITIES

Contractor shall bid on quantities for three (3) years, or five (5) year period as set forth on the Proposal Page 1 or on Proposal Page 2.

D-1 70-72-184

## QUANTITIES (Cont'd.)

Solid Waste to include the following:

Garbage: - Wastes from preparation, cooking and serving of food, market wastes, wastes from handling, storage and sale of produce.

<u>Rubbish</u>: - Combustibles, paper, cartons, boxes, barrels, wood, excelsior, tree branches, yard trimmings, wood furniture and bedding.

Bulk Trash: - Stoves, refrigerators, furniture and hot water tanks.

<u>Street Refuse</u>: - Sweepings, dirt, leaves, catch basin dirt and contents of litter receptacles.

<u>Demolition Wastes:</u> - <u>Lumber</u>, pipes, brick, masonry and other construction materials from razed buildings and other structures. <u>Construction Wastes:</u> - Scrap lumber, pipe and other construction material.

Residue: - From the burning of refuse (incinerator ash)

Under this contract, contracto will not be permitted to accept deliveries of solid wastes from private haulers, other municipalities, commercial firms, industries, individuals and others, without true consent from the Commissioner, Department of Streets and Sanitation and Purchasing Agent. If approval is given, any such volumes accepted will be considered part of the total refuse credit guaranteed for delivery by the City.

Any credits due to the City shall be deducted from the monthly amount due to the contractor.

No refuse collected outside the City will be permitted.

## RECEIVING STATIONS

The contractor shall use the facility -Medill Incinerator, 1633 West Medill Avenue, as a temporary transfer station for the term of this contract. City shall lease that portion or portions of the incinerator necessary to carry out the operations at a charge of \$1.00 per year rental.

D-2 70-72-184

## RECEIVING STATIONS (Cont'd.)

All conversions and modifications must be approved by City, and costs shall be absorbed by the contractor.

The contractor shall receive the facility and equipment (cranes, scale, refuse pit, spray system, fire prevention equipment, overhead doors, laboratory and that portion of the incinerator in good working order to carry out this contract. Thereafter, contractor shall be held responsible for the operation and maintenance costs to the portions of the plant being utilized by the contractor.

Contractor is also to provide all necessary heating, electricity, gas and other utilities required. Costs of utilities may be prorated between the City of Chicago and the contractor since City will occupy portion of the facility.

Suitable accommodations, including locker room, washroom, lunch room and office space, will be provided to contractor within the building.

## WEIGHING DEVICES

All refuse received at the receiving station shall be weighed. The existing recording scale shall be used to determine the weight for payment. Scale shall be tested at City cost at City option. A separate tally sheet for each classification of each solid waste shall be recorded. On the following day, contractor shall submit to the Commissioner of Streets and Sanitation a report listing the truck number, net weight, classification and time truck is weighed of previous day's operation.

City shall have the right to have an agent acting in behalf of the Commissioner of Streets and Sanitation on the premises at all times to insure contract compliance.

The salary of the City of Chicago representative will be at City expense.

D-3 70-72-184

## ENVIRONMENTAL CONTROL

Contractor shall abide by all ordinances set up in the Code of the Department of Environmental Protection Control. Contractor shall maintain the receiving station within and outside surrounding area free of litter.

All transfer trailers or other equipment used to transfer Solid Waste shall be fully enclosed and designed to prevent dripping of liquids during transfer operation. They shall fully comply with all City and State Regulations pertaining to size, load weight and safety, provided by State Statutes and City Ordinances.

Contractor shall maintain facility in a manner that will prevent any instances of rodent or insect infestation, unsightliness or odor.

City shall have the right to make inspections unannounced at its discretion.

## STATISTICAL REPORTS

Contractor shall maintain and record all quantities of Sodid Waste by type received at the transfer station and report to the Commissioner of Streets and Sanitation no later than the first week of every month.

City shall have the right to use all reports for future research and planning.

City will furnish all information, weight tickets and forms.

Contractor will be requied to enter truck number and record refuse tonnage as received by District.

#### AUDIT

The contractor shall be required to submit to outside audit all record keeping pursuant to the operation of the receiving station. Any outside audit will be at the City's expense.

D-4 70-72-184

## SALVAGE AND RECOVERY

If any salvage recovery of waste materials from the City of Chicago is carried out in the operation of the contract, proper accounting must be made.

Profit of such operation shall be divided seventy (70) per cent allocated to the contractor and thirty (30) per cent to the City. Credit for the City portion shall be applied to the amount payable by the City to the contractor as an offset against the current monthly charges.

## ULTIMATE DISPOSAL SITES

Contractor shall, at the time of submitting his bid, indicate one or more approved disposal sites. He shall show he has control and evidence that he has or can obtain proper State Sanitary Landfill License and meets all Zoning requirements and other that may be necessary.

Disposal sites submitted shall be of sufficient capacity to insure acceptance of the volume of refuse for period of contract.

Contractor shall designate locations of disposal sites and submit them to the Commissioner of Streets and Sanitation for his approval.

## COMBINED COLLECTION

Contractor shall be able to receive and accommodate all solid waste designated in this contract and there shall not be any separation.

Contractor shall not detain any City vehicle for more than five (5) minutes in the unloading area, including weigh-in.

## UNLOADING OF REFUSE TRUCKS

Contractor shall coordinate his activities as to be able to receive the greater portion of deliveries between the hours of 10:00 A.M. and 2:00 P.M.

D-5 70-72-184

## UNLOADING OF REFUSE TRUCKS (Cont'd.)

Under no circumstances is the contractor to park or temporarily park trailers or equipment at the pit area, as to block free movement of collection trucks.

## HOURS OF OPERATION

The receiving station shall be open to accept delivery of solid wastes for a period of twenty-four (24) hours - Monday through Friday, including Holidays, Saturdays and Sundays when directed.

It will be expected if a holiday or an emergency arises during a normal work day, contractor shall open station for receiving of solid waste.

Following any national holiday or a heavy snowstorm when field work is suspended, it will be necessary to operate Saturdays or Sundays. In either case, contractor will be notified in reasonably sufficient time -(four (4) hours).

## DISPOSAL TIME LIMITS

Solid Waste shall not be accumulated or left in the refuse pit, transfer trailers or other equipment which may be parked in area of plant for more than forty-eight (48) hours.

This does not apply to possible bulk and salvage material. Any arrangement for storage of salvage materials at the station shall be submitted to the Commissioner of Streets and Sanitation for approval.

## CHARGES TO OTHERS

In order to meet its commitment, the City may, from time to time, deliver refuse from other Public Agencies within the City of Chicago, at no increase charge.

> D-6 70-72-184

## CLEAN-UP

Contractor is responsible for any cleaning required as a result of the operation, including drippings or spillage from contractor's equipment enroute to disposal sites.

The contractor shall, as directed by the Commissioner of Streets and Sanitation, remove from the City's property, at Contractor's expense, all temporary structures, equipment and solid wastes at the termination. He shall leave facility and equipment as it was at start of this contract.

D-7 70-72-184

## PROPOSAL "A"

The undersigned proposes, in accordance with the terms of the Contract Documents, of which this proposal is a part, to furnish all equipment, supplies and labor necessary for the complete disposal of solid waste from the City of Chicago, Medill Incinerator, 1633 West Medill Avenue.

## THREE (3) YEAR CONTRACT

ITEM NO.	DESCRIPTION OF ITEM SOLID WASTE	QUANTITIES	UNIT	UNIT PRICE	TOTAL
1.	Minimum per Annum	200,000	Tons	***	***************************************
2.	1st Additional	50,000	Tons		
3.	2nd Additional	50,000	Tons		
4.	All over	300,000	Tons		
5.	Maximum size of mate under Demolition was accepted by the contractor	_	<b>MATE</b> R	IAL	SIZE

Proposal 1 70-72-184

## PROPOSAL "B"

The undersigned proposes, in accordance with the terms of the Contract Documents, of which this proposal is a part, to furnish all equipment, supplies and labor necessary for the complete disposal of solid waste from the City of Chicago, Medill Incinerator, 1633 West Medill Avenue.

## FIVE (5) YEAR CONTRACT

ITEM NO.	DESCRIPTION OF ITEM SOLID WASTE	QUANTITIES	UNIT	UNIT PRICE	TOTAL
1.	Minimum per Annum	200,000	Tons		
2.	1st Additional	50,000	Tons		
3.	2nd Additional	50,000	Tons		
4.	All over	300,000	Tons		
5.	Maximum size of mate under Demolition was accepted by the contractor		<b>MATE</b> R	IAL	SIZE

Proposal 2 70-72-184

## PROPOSAL (Cont'd.)

## TO BE EXECUTED BY A CORPORATION

Contract Documents a	d, hereby acknowledges having received a full set of and Addenda Nos. (None unless indicated here)
	and
that said undersigned bidder or prospective relating to the price r agreement or arrange to refrain from biddir omission in restrain	dersigned being duly sworn deposes and says on oath has not entered into any agreement with any other bidder or with any other person, firm or corporation named in said proposal or any other proposal, nor any ement under which any person, firm or corporation is ng, nor any agreement or arrangement for any act or t of free competition among bidders and has not disfirm or corporation the terms of said bid or the price
Date	, 19
Corporate Name	
	BYPresident
	President
	of that section of Corporate By-Laws or other authorization permits the person to execute the offer for the corporation.)  CORPORATE SEAL
	(List Names of Officers)
	(List Names of Officers)  President
	A CONTRACTOR OF THE PROPERTY O
	President
	President Vice-President
ATTEST:Se	President Vice-President Secretary Treasurer
ATTEST:Se SUBSCRIBED AND SW	President
Se	President Vice-President Secretary Treasurer ORN to before me
SUBSCRIBED AND SW	President Vice-President Secretary Treasurer CORN to before me, 19

## PROPOSAL (Cont'd.)

## TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received a full set of Contract Documents and Addenda Nos. (None unless indicated here)
and
Further, the undersigned being duly sworn deposes and says on oath that said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of said bid or the price named herein.
Date, 19
Signature of Proprietor
Doing business as
Business Address
If you are operating under an assumed name, provide County registration number hereunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et sub.
Registration No.
SUBSCRIBED AND SWORN to before me
this day of , 19
Notary Public
Commission expires

## CONTRACTOR'S PERFORMANCE BOND

## Know All Men by these Presents,

That we.

Principal, hereinafter referred to as Contractor, and

, Surety,

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Scaled with our seals and dated this

day of

A. D., 19

The Condition of the Abobe Obligation is such,

That whereas the above bounden

Contractor ha entered into a certain contract with the CITY OF CHICAGO, bearing date the

day of

A. D., 19 , for



Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs, and expenses which may in anywise accrue against said City of Chicago in consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor,

Agents, Employes or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on

account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by

assignees and subcontractors, in or about the performance of said contract, the performance of said contract, where compensations and shall insure

and shall insure liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of an Act of the General Assembly of the State of Illinois, entitled "An Act to promote the general welfare of the people of this State by providing compensation for accidental injuries or death suffered in the course of employment within this State, and



## SPECIAL CONDITIONS

## PERFORMANCE BOND

Contractor will be required to execute a Performance Bond in the full amount of the contract on the form "Contractor's Performance Bond", Form P.W.O. 62, Specimen copy of which is bound herein.

## INVOICES

Invoices completely filled out in triplicate on Form C.P. 45, to be supplied by the City shall be forwarded by the contractor to apply on each sub-order issued against the contract.

## SUB-ORDERS

Payment shall be made to the contractor in accordance with formally numbered sub-orders issued by the Using Department direct to the contractor, covering quantities transferred during successive one month periods.

## MAXIMUM AND MINIMUM QUANTITIES

The quantities shown herein are estimated only, and as such may not represent the actual quantity to be transferred during the life of any contract made pursuant to these specifications.

The right is reserved, therefore, to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the City.

#### GUARANTEE TO THE CONTRACTOR

The City of Chicago will guarantee an average of Seven Hundred Fifty (750) tons daily, on a five (5) days per week basis, legal holidays excepted, for a total of not less then two hundred thousand (200,000) tons per year.

#### INSURANCE REQUIREMENTS

The contractor shall take out and maintain during the life of this contract the following insurance:

S. C. Page 1 70-72-184

## SPECIAL CONDITIONS

## INSURANCE REQUIREMENTS (Cont'd.)

- 1. Workmen's Compensation: Coverage A Statutory Coverage B \$100,000.00
- 2. Comprehensive General Liability:

Public Liability: Each person - \$300,000.00

Each accident - \$100,000.00 1,000 000

Property Damage: Each accident - \$200,000.00

Aggregate - \$400,000.00

- 3. Comprehensive Automobile: Same limits as subsection 2
- 4. Contractor's Contractual: Same limits as subsection 2
- 5. Owner's Protective: Same limits as subsection 2

## BASIS OF AWARD

Bidders may submit bids on any and all options under each proposal. The Purchasing Agent reserves the right to award a contract on either Proposal A or B for a period of three, or five years, whichever is determined to be within the best interests of the City

Upon awarding of contract, contractor shall have four (4) months to make renovations, purchase equipment, assemble personnel and be prepared to receive solid waste as per contract tonnage.

## CONTRACT EXTENSION

Any contract made pursuant to the terms and conditions under Proposals "A" or "B" may be extended for a period equivalent to the term of the original contract subject to agreement by both parties.

#### TERMINATION

This contract can be terminated upon a ninety (90) day written notice by the Purchasing Agent if there is no further need for the requirement or if sufficient funds have not been appropriated to cover the estimated requirement.

#### PERMITS

The contractor shall at his own expense and in his own name obtain all permits, certificates and licenses required by the City of Chicago; shall carry on all work under this contract in strict conformity therewith and shall save and keep harmless the City of Chicago from any expense incurred thereby.

S. C. Page 2 70-72-184

#### DETAILED SPECIFICATIONS

## SCOPE

Contractor is to accept and dispose of solid wastes from City refuse collection or operating vehicles of the Department of Streets and Sanitation, at the Medill Incinerator, 1633 West Medill Avenie, collection of wastes and delivery to the transfer station by the contractor or others is prohibited in this contract, unless authorized by the Commissioner of Streets and Sanitation and in such cases will be credited to volume commitments.

The contractor shall submit, with his bid proposal, a plant of his proposed receiving operation and must describe in detail the manner and method of handling the waste under this contract. The contractor shall describe the maximum size of material under Demolition Waste in Detail Specification Page 2. After start of operation all proposed changes in the disposal method of operation shall be submitted to the Commissioner, Department of Streets and Sanitation and Purchasing Agent for approval.

The City of Chicago will accept proposal on any system that is capable and which will not require major alterations to the building. All equipment and the method of operation to be used by contractor shall comply with all State and City laws pertaining to safety vehicle size, load weight and evironmental controls.

Prices set by the contractor for private haulers shall be approved by the Commissioner of Streets and Sanitation and Purchasing Agent. The City of Chicago shall receive fifty (50) per cent of all fees collected from outside haulers above price that City would pay under this contract.

The Medill Incinerator, 1633 West Medill Avenue is presently in full use and this operation cannot be interrupted until such time as contractor can accept solid waste in accordance with terms of contract. The City may rebuild the incinerator and test operate during the term of the Transfer Contract operation.

#### QUANTITIES

Contractor shall bid on quantities for three (3) years, or five (5) year period as set forth on the Proposal Page 1 or on Proposal Page 2.

D-1 70-72-184

## QUANTITIES (Cont'd.)

Solid Waste to include the following:

Garbage: - Wastes from preparation, cooking and serving of food, market wastes, wastes from handling, storage and sale of produce.

Rubbish: - Combustibles, paper, cartons, boxes, barrels, wood, excelsior, tree branches, yard trimmings, wood furniture and bedding.

Bulk Trash: - Stoves, refrigerators, furniture and hot water tanks.

<u>Street Refuse: - Sweepings, dirt, leaves, catch basin dirt and contents of litter receptacles.</u>

<u>Demolition Wastes</u>: - Lumber, pipes, brick, masonry and other construction materials from razed buildings and other structures. <u>Construction Wastes</u>: - Scrap lumber, pipe and other construction material.

Residue: - From the burning of refuse (incinerator ash)

Under this contract, contracto will not be permitted to accept deliveries of solid wastes from private haulers, other municipalities, commercial firms, industries, individuals and others, without true consent from the Commissioner, Department of Streets and Sanitation and Purchasing Agent. If approval is given, any such volumes accepted will be considered part of the total refuse credit guaranteed for delivery by the City.

Any credits due to the City shall be deducted from the monthly amount due to the contractor.

No refuse collected outside the City will be permitted.

#### RECEIVING STATIONS

The contractor shall use the facility -Medill Incinerator, 1633 West Medill Avenue, as a temporary transfer station for the term of this contract. City shall lease that portion or portions of the incinerator necessary to carry out the operations at a charge of \$1.00 per year rental.

D-2 70-72-184

## RECEIVING STATIONS (Cont'd.)

All conversions and modifications must be approved by City, and costs shall be absorbed by the contractor.

The contractor shall receive the facility and equipment (cranes, scale, refuse pit, spray system, fire prevention equipment, overhead doors, laboratory and that portion of the incinerator in good working order to carry out this contract. Thereafter, contractor shall be held responsible for the operation and maintenance costs to the portions of the plant being utilized by the contractor.

Contractor is also to provide all necessary heating, electricity, gas and other utilities required. Costs of utilities may be prorated between the City of Chicago and the contractor since City will occupy portion of the facility.

Suitable accommodations, including locker room, washroom, lunch room and office space, will be provided to contractor within the building.

#### WEIGHING DEVICES

All refuse received at the receiving station shall be weighed. The existing recording scale shall be used to determine the weight for payment. Scale shall be tested at City cost at City option. A separate tally sheet for each classification of each solid waste shall be recorded. On the following day, contractor shall submit to the Commissioner of Streets and Sanitation a report listing the truck number, net weight, classification and time truck is weighed of previous day's operation.

City shall have the right to have an agent acting in behalf of the Commissioner of Streets and Sanitation on the premises at all times to insure contract compliance.

The salary of the City of Chicago representative will be at City expense.

D-3 70-72-184

## ENVIRONMENTAL CONTROL

Contractor shall abide by all ordinances set up in the Code of the Department of Environmental Protection Control. Contractor shall maintain the receiving station within and outside surrounding area free of litter.

All transfer trailers or other equipment used to transfer Solid Waste shall be fully enclosed and designed to prevent dripping of liquids during transfer operation. They shall fully comply with all City and State Regulations pertaining to size, load weight and safety, provided by State Statutes and City Ordinances.

Contractor shall maintain facility in a manner that will prevent any instances of rodent or insect infestation, unsightliness or odor.

City shall have the right to make inspections unannounced at its discretion.

## STATISTICAL REPORTS

المساملين أثنانا

Contractor shall maintain and record all quantities of Sodid Waste by type received at the transfer station and report to the Commissioner of Streets and Sanitation no later than the first week of every month.

City shall have the right to use all reports for future research and planning.

City will furnish all information, weight tickets and forms.

Contractor will be requied to enter truck number and record refuse tonnage as received by District.

## AUDIT

The contractor shall be required to submit to outside audit all record keeping pursuant to the operation of the receiving station. Any outside audit will be at the City's expense.

D-4 70-72-184

## SALVAGE AND RECOVERY

If any salvage recovery of waste materials from the City of Chicago is carried out in the operation of the contract, proper accounting must be made.

Profit of such operation shall be divided seventy (70) per cent allocated to the contractor and thirty (30) per cent to the City. Credit for the City portion shall be applied to the amount payable by the City to the contractor as an offset against the current monthly charges.

## ULTIMATE DISPOSAL SITES

Contractor shall, at the time of submitting his bid, indicate one or more approved disposal sites. He shall show he has control and evidence that he has or can obtain proper State Sanitary Landfill License and meets all Zoning requirements and other that may be necessary.

Disposal sites submitted shall be of sufficient capacity to insure acceptance of the volume of refuse for period of contract.

Contractor shall designate locations of disposal sites and submit them to the Commissioner of Streets and Sanitation for his approval.

## COMBINED COLLECTION

Contractor shall be able to receive and accommodate all solid waste designated in this contract and there shall not be any separation.

Contractor shall not detain any City vehicle for more than five (5) minutes in the unloading area, including weigh-in.

## UNLOADING OF REFUSE TRUCKS

Contractor shall coordinate his activities as to be able to receive the greater portion of deliveries between the hours of 10:00 A.M. and 2:00 P.M.

## UNLOADING OF REFUSE TRUCKS (Cont'd.)

Under no circumstances is the contractor to park or temporarily park trailers or equipment at the pit area, as to block free movement of collection trucks.

## HOURS OF OPERATION

The receiving station shall be open to accept delivery of solid wastes for a period of twenty-four (24) hours - Monday through Friday, including Holidays, Saturdays and Sundays when directed.

It will be expected if a holiday or an emergency arises during a normal work day, contractor shall open station for receiving of solid waste.

Following any national holiday or a heavy snowstorm when field work is suspended, it will be necessary to operate Saturdays or Sundays. In either case, contractor will be notified in reasonably sufficient time -(four (4) hours).

## DISPOSAL TIME LIMITS

Solid Waste shall not be accumulated or left in the refuse pit, transfer trailers or other equipment which may be parked in area of plant for more than forty-eight (48) hours.

This does not apply to possible bulk and salvage material. Any arrangement for storage of salvage materials at the station shall be submitted to the Commissioner of Streets and Sanitation for approval.

## CHARGES TO OTHERS

In order to meet its commitment, the City may, from time to time, deliver refuse from other Public Agencies within the City of Chicago, at no increase charge.

> D-6 70-72-184

## SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 70-72-184 Commodity Code No. 70-8040-2925

for

REMOVAL AND DISPOSAL OF SOLID WASTES
THREE, OR FIVE YEAR TERM, BEGINNING ON OR
ABOUT OCTOBER 1, 1972

# Required for use by Department of Streets and Sanitation Refuse Disposal Division Room 704 - City Hall

Fund — 100-5318-174-175

Bid Deposit — Twenty Thousand (\$20,000.00) Dollars

Drawings - None

## BIDS TO BE EXECUTED IN TRIPLICATE

All Signatures to be sworn to before a Notary Public

Issued by

# THE DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES CITY OF CHICAGO

RICHARD J. DALEY
Mayor
ETJ/eg
Form CP 32

JOHN F. WARD Purchasing Agent without this State where the contract of employment is made within this State; providing for the enforcement and administering thereof, and a penalty for its violation, and repealing an Act therein named," approved July 9, 1951, and under the provisions of an Act of the General Assembly of the State of Illinois entitled "An Act to promote the general welfare of the people of this State by providing remedies for injuries suffered or death resulting from occupational diseases incurred in the course of employment; providing for enforcement and administration thereof, and to repeal an Act therein named," approved July 9, 1951, and under the provisions of an Act of the General Assembly of the State of Illinois entitled "An Act providing for the protection and safety of persons in and about the construction, repairing, alteration, or removal of buildings, viaducts, and other structures, and to provide for the enforcement thereof", approved June 3, 1907, as amended, and generally known as the 'Scaffolding Act', then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, costs or expenses which may in anywise accrue against said City in consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or agents, employes or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgment thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts of the General Assembly of the State of Illinois, when notice of the pendency of arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; Provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of an Act entitled "An Act in relation to bonds of contractors entering into contracts for public construction," approved June 20, 1931, as amended, (hereinafter called the "Act"); Provided, further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall have contained the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business within the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same: Provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120day period in which case action may be taken immediately following such final settlement, and Provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of the work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

	(Seal)
Approved19	(Seal)
Purchasing Agent.	(Seal)
	(Seal)
Approved as to form and legality:	(Seal)
Asst. Corporation Counsel.	(Seal)

## PROPOSAL (Cont'd.)

## ACCEPTANCE

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

Total Amount of Contract \$	
Fund Chargeable	
	Mayor
-	City Comptroller
_	Purchasing Agent
Dated at Chicago, Illinois	
this day of , 19	
	Approved as to Form and Legality:
	Assistant Corporation Counsel

## PROPOSAL (Cont'd.)

## TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received a full set of Contract Documents and Addenda Nos. (None unless indicated here)
and
Further, the undersigned being duly sworn deposes and says on oath that said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of said bid or the price named herein.
Date, 19
Business Name
Business Address
If you are operating under an assumed name, provide County registration number hereunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et sub.  Registration No.  Signatures and Addresses of all members of Partnership
SUBSCRIBED AND SWORN to before me this , 19  Notary Public
Commission expires



BUS. PH: 312 225-5405 RES. PH: 312 748-0595

BOB LATVIS

MACK TRUCKS, INC. 3300 S. WENTWORTH AVE. CHICAGO, ILLINOIS 60616

## PROPOSAL (Cont'd.)

## TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received a full set of Contract Documents and Addenda Nos. (None unless indicated here)
and
Further, the undersigned being duly sworn deposes and says on oath that said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of said bid or the price named herein.
Date, 19
Corporate Name
BYPresident
Business Address
(In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)  CORPORATE SEAL
(List Names of Officers)
President
Vice-President
Secretary
Treasurer
ATTEST:Secretary
SUBSCRIBED AND SWORN to before me
this day of, 19
Notary Public

## PROPOSAL (Cont'd.)

## TO BE EXECUTED BY A CORPORATION

Contract Documents and Addenda Nos. (None unless indicated here)
and •
Further, the undersigned being duly sworn deposes and says on oath that said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of said bid or the price named herein.
Date , 19
Corporate Name
BY
BYPresident
hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)  CORPORATE SEAL
(List Names of Officers)
President
Vice-President
Secretary
Treasurer
ATTEST:Secretary
SUBSCRIBED AND SWORN to before me
this day of, 19
Notary Public
Commission expires

### PROPOSAL "B"

The undersigned proposes, in accordance with the terms of the Contract Documents, of which this proposal is a part, to furnish all equipment, supplies and labor necessary for the complete disposal of solid waste from the City of Chicago, Medill Incinerator, 1633 West Medill Avenue.

### FIVE (5) YEAR CONTRACT

ITEM NO.	DESCRIPTION OF ITEM SOLID WASTE	QUANTITIES	UNIT	UNIT PRICE	TOTAL
1.	Minimum per Annum	200,000	Tons		•
2.	1st Additional	50,000	Tons		
3.	2nd Additional	50,000	Tons		
4.	All over	300,000	Tons	-	
5.	Maximum size of material under Demolition waste accepted by the contractor MATER		IVF	SIZE	

Proposal 2 70-72-184

#### PROPOSAL "A"

The undersigned proposes, in accordance with the terms of the Contract Documents, of which this proposal is a part, to furnish all equipment, supplies and labor necessary for the complete disposal of solid waste from the City of Chicago, Medill Incinerator, 1633 West Medill Avenue.

#### THREE (3) YEAR CONTRACT

ITEM	DESCRIPTION OF ITEM SOLID WASTE	QUANTITIES	UNIT	UNIT PRICE	TOTAL
1.	Minimum per Annum	200,000	Tons		
2.	1st Additional	50,000	Tons		
3.	2nd Additional	50,000	Tons		
4.	All over	300,000	Tons	•••	
5.	Maximum size of material under Demolition waste accepted by the contractor		MATER	IAL SI	ZE

Proposal 1 70-72-184

### ADDENDUM NO. 1

to

### SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 70-72-184

for

### REMOVAL OF DEBRIS MEDILL INCINERATOR

ORIGINAL BID OPENING DATE: July 17, 1972, 11:00 A.M. (CDST)

POSTPONED TO:

July 25, 1972 (Same Time)

One page P-lA under paragraph three (3) year contract item No. 4 which reads all over 200,000 tons
Should read all over 300,000 tons

NOTE: New bid opening date: July 25, 1972 11:00 A.M. (CDST)

Issued by
THE DEPARTMENT OF PURCHASES, CONTRACT AND SUPPLIED

July 11, 1972 ETJ/eg James P. Arnold, Acing Purchasing Agent

## PROPOSAL "B"

The undersigned proposes, in accordance with the terms of the Contract Documents, of which this proposal is a part, to furnish all equipment, supplies and labor necessary for the complete disposal of solid waste from the City of Chicago, Medill Incinerator, 1633 West Medill Avenue.

## FIVE (5) YEAR CONTRACT

ITEM NO.	DESCRIPTION OF ITEM SOLID WASTE	QUANTITIES	UNIT	UNIT PRICE	TOTAL
1.	Minimum per Annum	200,000	Tons		
2.	1st Additional	50,000	Tons		
3.	2nd Additional	50,000	Tons	watering to play the special s	
4.	All over	300,000	Tons		
5.	Maximum size of material under Demolition waste accepted by the contractor		MATER	IAL	SIZE

Proposal 2 70-72-184

## TO BE EXECUTED BY A CORPORATION

The undersi Contract Documen	gned, hereby acknowledges hav its and Addenda Nos. (None unle	ring received a full set of ess indicated here)
	and	
that said undersigned bidder or prospective relating to the prinagreement or arrato refrain from bid omission in restriction.	e undersigned being duly sworn gned has not entered into any tive bidder or with any other pe ce named in said proposal or a angement under which any pers dding, nor any agreement or a raint of free competition amon son, firm or corporation the term	agreement with any other erson, firm or corporation my other proposal, nor any son, firm or corporation is arrangement for any act or ag bidders and has not dis-
Date	, 19	
	BYPres	sident
by the Corporation w	hich permits the person to execute  CORPOR	ATE SEAL
	(List Names of Officers)	
	President	
	Vice-President	
	Secretary	3
	Treasurer	
ATTEST:		
2111101.	Secretary	
SUBSCRIBED AND	SWORN to before me	
this day of	, 19	
Notary	Public	
Commission expires	3	

## TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received a full set of Contract Documents and Addenda Nos. (None unless indicated here)
and
Further, the undersigned being duly sworn deposes and says on oath that said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of said bid or the price named herein.
Date, 19
Business Name
Business Address
If you are operating under an assumed name, provide County registration number hereunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et sub.  Registration No.
Signatures andAddresses of all
members of
rar thereinp
SUBSCRIBED AND SWORN to before me
this day of , 19
Notary Public
Notary Public  Commission expires

## TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received a full set of Contract Documents and Addenda Nos. (None unless indicated here)
and
Further, the undersigned being duly sworn deposes and says on oath that said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of said bid or the price named herein.
Date, 19
Signature of Proprietor
Doing business as
Business Address
If you are operating under an assumed name, provide County registration number hereunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et sub.
Registration No.
SUBSCRIBED AND SWORN to before me
this day of , 19
Notary Public
Commission expires

### ACCEPTANCE

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

Total Amount of Contract \$	x
Fund Chargeable	
	Mayor
-	City Comptroller
-	Purchasing Agent
Dated at Chicago, Illinois	
this day of , 19	
	Approved as to Form and Legality:
	Assistant Corporation Counsel

# CONTRACTOR'S PERFORMANCE BOND

## Know All Men by these Presents,

That we,

Principal, hereinafter referred to as Contractor, and

, Surety,

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Scaled with our seals and dated this

day of

A. D., 19

The Condition of the Above Obligation is such.

That whereas the above bounden

Contractor ha entered into a certain contract with the CITY OF CHICAGO, bearing date the

day of

A. D., 19 , for



Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs, and expenses which may in anywise accrue against said City of Chicago in consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor.

Agents, Employes or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by

assignees and subcontractors, in or about the performance of said contract, and shall insure

liability to pay the compensation, and shall pay all claims and demands for compensation.

and shall insure liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of an Act of the General Assembly of the State of Illinois, entitled "An Act to promote the general welfare of the people of this State by providing compensation for accidental injuries or death suffered in the course of employment within this State, and

without this State where the contract of employment is made within this State; providing for the enforcement and administering thereof, and a penalty for its violation, and repealing an Act therein named," approved July 9, 1951, and under the provisions of an Act of the General Assembly of the State of Illinois entitled "An Act to promote the general welfare of the people of this State by providing remedies for injuries suffered or death resulting from occupational diseases incurred in the course of employment; providing for enforcement and administration thereof, and to repeal an Act therein named," approved July 9, 1951, and under the provisions of an Act of the General Assembly of the State of Illinois entitled "An Act providing for the protection and safety of persons in and about the construction, repairing, alteration, or removal of buildings, bridges, viaducts, and other structures, and to provide for the enforcement thereof", approved June 3, 1907, as amended, and generally known as the 'Scaffolding Act", then is this obligation to be null and void, otherwise to remain in full force and effect.

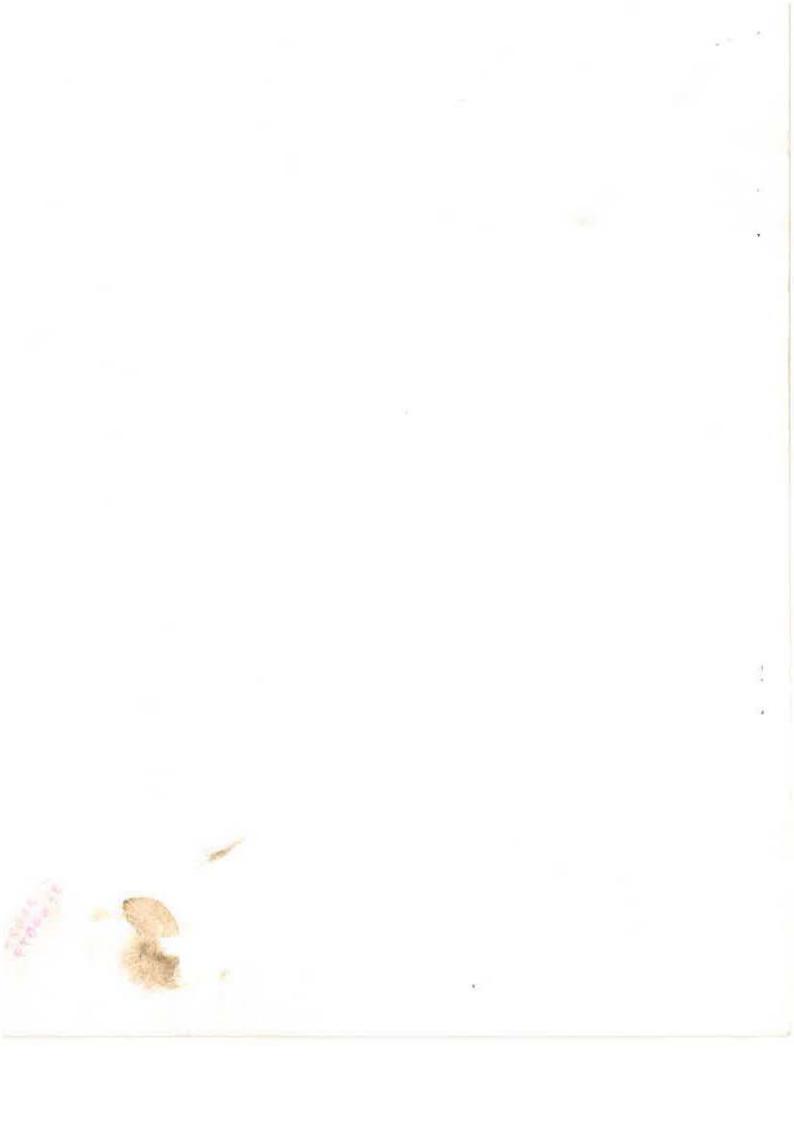
And it is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, costs or expenses which may in anywise accrue against said City in consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or agents, employes or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgment thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts of the General Assembly of the State of Illinois, when notice of the pendency of arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; Provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of an Act entitled "An Act in relation to bonds of contractors entering into contracts for public construction," approved June 20, 1931, as amended, (hereinafter called the "Act"); Provided, further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall have contained the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business within the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same: Provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120day period in which case action may be taken immediately following such final settlement, and Provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of the work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

	(Seal)	
Approved19	(Seal)	
Purchasing Agent.	(Seal)	
	(Seal)	
Approved as to form and legality:	(Seal)	
Asst. Corporation Counsel.	(Seal)	





### ADDENDUM NO. 2

TO

#### SPECIFICATION AND CONTRACT DOCUMENTS NO. 70-72-184

FOR

REMOVAL OF DEBRIS MEDILL INCINERATOR
BID OPENING DATE: July 25, 1972 11:00 A.M. (CDST)

- I. On Page S.C. Page 1 under the heading "MAXIMUM AND MINIMUM QUANTITIES" delete the 2nd Paragraph
- II. On Page S. C. Page 2 under the heading "INSURANCE REQUIREMENTS (Cont'd.) item 2: Comprehensive General Liability Public Liability each accident which reads \$100,000.00 change to read \$1,000,000.00
- III. On Page 1 Detailed Specification under Scope add an additional paragraph #6 to read The City will provide an area adjacent to the Incinerator building of approximately 41,000 square feet for the purpose of parking the Contractor's transport equipment.

### Issued by

THE DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES

July 21, 1972

JAMES P. ARNOLD, Acting, Purchasing Agent

